

SECTION L Instructions, Conditions and Notices to Bidders

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil	FAR and DFAR
http://www.arnet.gov/far/	FAR
http://www.deskbook.osd.mil	FAR and DFAR

L-2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed clauses may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this/these address(es):

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L-3 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
L-4 52.225-12	Notice of Buy American Act Requirement - Construction	FEB 2000
	Materials Under Trade Agreements	
L-5 52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
L-6 52.247-6	Financial Statement	APR 1984
L-7 252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

L-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

L-9 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the Performance Requirements Document in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after

(i) Completion of a public review period of **30** working days beginning with the date this information is available to interested parties and

(ii) Resolution of any requests for review under the agency appeals procedure (see paragraph (d) below). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After

(i) Completion of a public review **30** working days beginning with the date this information is available to interested parties and

(ii) Resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedures. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determination under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submission, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of clause)

L-10 52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L (Dec 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the –

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(End of Provision)

L-11 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of clause)

L-12 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as

allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) Addressed to the office specified in the solicitation, and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government

infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the Lowest Priced Technically Acceptable offer after evaluation in accordance with the factors, sub-factors, and sub-sub-factors in the solicitation. The source selection official shall make an assessment of the price proposed using cost and price analysis techniques to establish the reasonableness, realism, accuracy, completeness, and the performance and confidence risk ratings assigned to determine the Lowest Priced Technically Acceptable offer for the Government. Under no circumstances will an offeror with a final performance rating of no confidence/high risk be considered for award.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) Cost realism will be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(vi) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

**L-13 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedules contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with the guidance outlined in paragraph L-32 (f) of this Section.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**L-14 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)**

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted.

Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedules contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) **The Contractor shall submit cost or pricing data and supporting attachments in accordance with the guidance outlined in paragraph L-32(f) of this Section.**

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by

FAR 15.406-2.

(End of Clause)

L-15 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

L-16 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Award Fee contract resulting from this solicitation.

(End of clause)

L-17 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

L-18 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. *As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.* The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys, and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and

should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L-19 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Contracting Officer
MEDCOM Contracting Center
ATTN: MCCA-C-BAS
2107 17th Street, Building 4197
Fort Sam Houston, TX 78234-5015**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-20 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour workweek by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) *The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.*

(End of Provision)

L-21 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

L-22 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an

application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

L-23 SITE INSPECTION

Prospective Bidders/offerors who wish to view the site may do so on **at 9:00 A.M Central Time on 6 March 2001**. The tour will begin at MEDCOM Contracting Center, Building 4197, 2107 17th Street, Fort Sam Houston, Texas 78234-5076.

The sites for the structured visit will be accessible ONLY at this specified time.

L-24 PREBID/PREPROPOSAL CONFERENCE

There will be a Prebid/Preproposal Conference at **1:00 P.M. Central Time on 6 March 2001**. The conference will be conducted in the MEDCOM Contracting Center Conference Room, Building 4197, 2107 17th Street, Fort Sam Houston, Texas 78234-5015.

Prospective bidders/offerors are encouraged to attend this conference. Due to space limitations, it is requested that each attendee notify the Contracting Officer, Mr. Gary D. Hankins, 210-221-4122, E-mail: Gary.Hankins@CEN.AMEDD.ARMY.MIL; Contract Specialists Mr. Victor B. Howard, 210-221-4854, E-mail: Victor.Howard@CEN.AMEDD.ARMY.MIL; or Ms. Laurie Keating, 210-221-4640, E-mail: Laurie.Keating@CEN.AMEDD.ARMY.MIL at least two work days in advance if they plan to attend the conference. No hardcopies of the solicitation will be available at the conference. Attendees are encouraged to download, print a copy of the solicitation from the Fort Sam Houston website, and bring their copy with them to the conference. The solicitation is posted on the Fort Sam Houston website at E-mail address: <http://a76fsh.amedd.army.mil>

All prospective bidders/offerors should submit their questions concerning the solicitation via the Fort Sam Houston website at E-mail address: <http://a76fsh.amedd.army.mil> or by sending an E-mail to one of the individuals identified in the previous paragraph. ***These are the only individuals to which questions should be addressed.*** Questions should be submitted in sufficient time, depending on the complexity, to allow the Contracting Officer to staff the questions and furnish written answers at the conference. All questions and answers will be posted to the Fort Sam Houston website.

L-25 PRE-PERFORMANCE CONFERENCE

If awarded a contract as a result of this solicitation, the Contractor will be required to attend a pre-performance conference at the MEDCOM Contracting Center, Building 4197, 2107 17th Street, Fort Sam Houston, Texas, prior to commencement of any work. During this meeting, transitioning procedures will be coordinated between the Government staff and the Contractor.

L-26 CERTIFICATION OF ELIGIBILITY FOR CONTRACT AWARD

Contractors have the responsibility to notify the Government in the event their firm has been debarred, suspended, or determined ineligible for being awarded government contracts. Failure to provide the

certification requirement in Section K may cause the bid/offer to be declared unacceptable and excluded from consideration for contract award.

L-27 CERTIFICATE OF CURRENT COST OR PRICING DATA

Prior to award of any contract exceeding \$500,000, the Contractor may be required to submit a Certificate of Current Cost or Pricing Data as soon as practicable after agreement is reached on contract price. (See Section K)

L-28 UNACCEPTABLE INITIAL PROPOSALS

Offerors are hereby notified that initial proposal which are found to be unacceptable, and are not subject to being made acceptable without major revisions, may be rejected without affording the offeror an opportunity to satisfy the requirement of the Government.

L-29 TECHNICAL LIBRARY

A Technical Library will be established at Building 197, Room 113 (East-Wing), 1204 Stanley Road, Fort Sam Houston, Texas 78234-5076. To arrange a visit, please contact the A-76 Operations Manager, Mr. James K. Decker at 210-221-2966. The library availability is Monday through Friday 7:30 a.m. through 4:00 p.m. **The Technical Library index is posted on the Fort Sam Houston website at: <http://a76fsh.amedd.army.mil>**

L-30 USE OF CONTRACTOR SUPPORT SERVICES

(a) Prospective offerors are hereby notified that the Government intends to use a contractor in conjunction with Government personnel to comprise the Source Selection Evaluation Team. Should the need for contractor support services materialize, the name of the contractor will be furnished to all potential offerors during the solicitation phase.

(b) Contractor personnel used to support the evaluation process will sign non-disclosure statements. While such personnel will be used in the evaluation of proposals, they will not be used to perform any duties related to the source selection decision. Submission of a proposal will be deemed to be the offeror's consent to Government use of contractor personnel to support the evaluation process.

L-31 INQUIRIES BY OFFERORS

All questions regarding this solicitation shall be posted on the Fort Sam Houston website at: a76fsh.amedd.army.mil, or e-mail to the following individuals:

GARY D. HANKINS
Contracting Officer
E-mail: Gary.Hankins@cen.amedd.army.mil

LAURIE L. KEATING
Contract Specialist
E-mail: Laurie.Keating@cen.amedd.army.mil

VICTOR B. HOWARD
Contract Specialist
E-mail: Victor.Howard@cen.amedd.army.mil

L-32 PROPOSAL SUBMISSION REQUIREMENTS

(a) Each offeror's proposal shall consist of a technical quality proposal, management quality proposal, past & present performance information, price proposal, and SF-33 proposal. The technical quality proposal shall consist of two separate volumes--technical approach and technology methodology. The management quality proposal shall consist of six separate volumes—program management plan, resource management plan, quality control plan, subcontracting plan, government-furnished property plan and emergency situations and contingency operations support plan. Past and present performance information shall consist of a single volume, the price proposal shall consist of a single volume, and the SF-33 proposal shall consist of a single volume including the complete Section B, Section K, and any other required fill-in clauses and provisions. The specific content of each volume is indicated in the paragraphs that follow. The offeror shall submit its proposal to the Contracting Officer in the volumes, number of copies, not to exceed the number of pages stated in paragraph (b) below. Each separate digital copy required below, unless otherwise specified, shall be provided on a 3 ½" floppy(s) or CD-ROM disk in Microsoft Word (Version Office 97 or lower). At contract award and upon approval by the Contracting Officer, the Government will incorporate as compliance documents those parts of the successful offeror's proposal so identified in the Performance Requirements Document. Additionally, the Government, at its discretion, may incorporate any other parts of the successful offeror's proposal, as necessary, at contract award.

(b) The offeror shall submit the following volumes of material:

Volume Title	Number of Printed Copies	Digital Copies	Maximum Number of Pages*
Technical Quality Proposal—<u>Technical Approach</u>	1 Original + 9 copies	1	1500
Technical Quality Proposal—<u>Technical Methodology</u>	1 Original + 9 copies	1	500
Management Quality Proposal—<u>Program Management Plan</u>	1 Original + 6 copies	1	500
Management Quality Proposal—<u>Resource Management Plan</u>	1 Original + 6 copies	1	200
Management Quality Proposal—<u>Quality Control Plan</u>	1 Original + 6 copies	1	100
Management Quality Proposal—<u>Subcontracting Plan</u>	1 Original + 4 copies	1	50
Management Quality Proposal—<u>Government-Furnished Property Plan</u>	1 Original + 4 copies	1	50
Management Quality Proposal—<u>Emergency Situations & Cont. Spt Plan</u>	1 Original + 4 copies	1	50
Past & Present Performance Information	1 Original + 4 copies	0	50

Price Proposal—Cost Proposal	1 Original + 4 copies	1	N/A
Price Proposal—Award-Fee Pool Amount Proposal	Shown in Section B	N/A	N/A
Price Proposal—Total Proposed Price	Shown in Section B	N/A	N/A
SF 33 Proposal	1 Original + 4 copies	N/A	N/A
<u>Any excess pages will not be evaluated and will be returned to the offeror</u>			

(c) Technical Quality Proposal

(1) Each hard copy of the two separate volumes within the offeror's technical proposal shall be in a loose-leaf, 3-ring binder. Printing shall be single spaced with a font size no smaller than what is equivalent to Microsoft Word, Times New Roman, Font 10, with at least a one-inch margin on all sides of the printed page. All proposal pages shall be appropriately numbered and identified with the solicitation number. The Performance Requirements Document functional areas to be addressed in the offeror's technical quality proposal are numbered C-2 through C-20. The technical proposal volume page numbers shall correlate with the functional areas (Sections) of the Performance Requirements Document as outlined below. At contract award and upon Contracting Officer approval, the technical quality proposal will be incorporated into the contract as a compliance document serving as the basis for the offeror's technical quality program. Additionally, upon incorporation, the technical quality proposal will become the technical performance plan.

a. **Technical Approach (Sub-factor 1).** The offeror's technical approach shall sequentially address each service in each functional area (Section) of the PRD in the solicitation. The technical approach shall address each Performance Requirements Document service by Section, paragraph number, subparagraph number, and sub-subparagraph number, as applicable, and provide sufficient details for the government to determine whether the proposal satisfactorily meets the requirements of the PRD and solicitation. The approach shall provide a narrative and supporting data with the sections organized and tabbed separately. Each offeror's technical approach shall demonstrate how its application of personnel, equipment, and other resources will be utilized to accomplish each service in each functional area of the PRD. The approach shall explain and demonstrate how each functional task within each of the functional areas (Sections) of the PRD will be accomplished. Items to be considered shall include, but not be limited to, technical procedures, processes, control methods, and new or innovative approaches. Additionally, each offeror's technical approach shall describe how the offeror proposes to use personnel and subcontractors in performing services, subcontract management, autonomy, and the offeror's oversight processes. ***Offerors shall furnish manning charts relative to each functional area of the PRD.*** The manning charts for each functional area must identify the manning (by labor category and hours) by PRD functional area (Section), paragraph, sub-paragraph, and sub-sub-paragraph, as applicable. ***An example of the manning chart is located at Attachment 9.***

b. **Technology Methodology (Sub-factor 2).** The offeror's technical methodology shall address all of the work contained in each functional area (Section) of the PRD in sufficient details for the government to determine whether the proposal satisfactorily meets or exceeds the technical requirements of the PRD and solicitation. Technical methodology is the planning, organizing and controlling necessary to optimize responsiveness, timeliness, efficiency, and effectiveness of services rendered and encompasses the recognition of the full scope of services and their interrelationships. Offerors shall provide a practical, straightforward, specific, concise, and complete overview of the methods to be employed to accomplish the technical requirements of each functional area (Section) of the PRD outlined in the technical approach. Items to be considered shall include, but not be limited to, technical procedures, processes, control methods, and new or innovative approaches.

(2) Each chart, graph, and matrix that is larger than one 8 1/2" X 11" page shall be provided in fold-out format so that the Government can read and evaluate them without removal from the proposal binder. A fold-out page is considered only one page. The printing, font, and margin requirements do not apply to fold-out pages, however the pages shall still be easily readable.

(3) An Executive Summary shall be placed in the preface of the first volume. The Executive Summary (limited to two pages) shall provide a corporate overview of the technical approach and technology methodology outlined in the offeror's technical quality proposal.

(d) Management Quality Proposal

(1) Each hard copy of the six separate volumes within the offeror's management quality proposal shall be in a loose-leaf, 3-ring binder. Printing shall be single spaced with a font size no smaller than what is equivalent to Microsoft Word, Times New Roman, Font 10, with at least a one-inch margin on all sides of the printed page. All proposal pages shall be appropriately numbered and identified with the solicitation number. The Performance Requirements Document functional areas to be addressed in the offeror's management quality proposal are numbered C-2 through C-20. The pages of the management quality proposal volumes shall clearly indicate which functional areas (Sections) of the Performance Requirements Document the submission pertains as outlined below:

(a) **Program Management Plan (Sub-factor 1).** Each offeror shall submit a Program Management Plan (PMP) as part of its Management Quality Proposal, which, upon contract award and approval by the Contracting Officer, will be incorporated into the contract as a compliance document serving as the basis of the offeror's program management practices. The Service Provider shall publish, implement, and maintain a PMP (CDRL A012) describing the proactive policies, methods and procedures to be used to carry out the program management responsibilities of this contract. After approval, this document and any subsequent updates shall be incorporated in the contract. The Program Management Plan shall include, but not be limited to the following:

1) A description of the levels of key management and supervision relating to each Section of the PRD to include assignment of functional responsibilities for supervision, applicable procedures and reporting relationship. The manning charts shall identify the proposed management staff and relate the staff to the functional areas of the PRD.

2) A general description of the management functions performed in support of the Quality Control Program and general concept of operations to include problem identification and solution methods. *The Quality Control Plan shall address detailed policies and procedures.*

3) A description of the offeror's Industrial and Labor Relations Program and responsibilities to include method of interface with the unions in matters concerning labor relations.

4) A description of general support services to be provided by the offeror's corporate offices.

5) Methods of interface with key government personnel at garrison and headquarters level. Key government personnel include Garrison Commanders, Contracting Officers, Contracting Officers Representative (COR) Quality Assurance Evaluators (QAEs), and HQ MEDCOM or other higher headquarters staff personnel, as appropriate.

6) Resumes of the Project Manager and key personnel, which include brief descriptions of experience related to this contract, education, training, and security clearance.

7) A description of the offeror's proactive approach to identify and present to the Government possible performance efficiencies and contract savings.

8) A description in its Transition Plan (CDRL A020) of the offeror's approach for transitioning USAGFSH support operations from the incumbent Government workforce to the Service Provider's workforce. The Plan shall include how the offeror intends to handle the transition of associated equipment, facilities, vehicles, and other resources furnished either by the Government or the offeror, schedules, milestones, training, task management, organizational structure, implementation of right of first refusal, out-year transitions, and contract. The Plan shall also include transition procedures to be accomplished at completion of the contract period of performance. The offeror shall explain how it intends to acquire and maintain qualified staffing throughout the contract period.

(b) Resource Management Plan (Sub-factor 2). Each offeror shall submit a Resource Management Plan (RMP) as part of its Management Quality Proposal, which, upon contract award and approval by the Contracting Officer, will be incorporated into the contract as a compliance document serving as the basis of the Service Provider's resource management program. The Service Provider shall establish, implement, and maintain a Resource Management Program to practice efficient resource management of labor, Government Furnished Property, contract changes, and contract costs. The Service Provider shall document this program in a Resource Management Plan (CDRL A013), and update the plan as necessary to ensure it is current and accurate. After approval, this document and any subsequent updates shall be considered incorporated in this contract. As a minimum, the Resource Management Plan shall include:

1) A description of the levels of management and supervision relating to each management area defined below to include assignment of responsibilities for supervision, applicable procedures, organizational matrix and organizational staffing chart indicating reporting relationships, and manning charts. ***The Manning charts shall be relative to each PRD Section and shall identify the manning as has been outlined in previous paragraphs. An example of the manning chart is located at Attachment 9.***

2) A discussion on: a) work scope adjustments for new, changed or emergency work requirements to include responsibilities of key program management personnel; b) personnel administration (i.e., hiring policy, leave policy, or Collective Bargaining Agreements (CBA) affecting work conditions, disciplinary policies, etc.); c) plan to adjust manning levels for situations such as dynamic workload fluctuations, seasonal trends and other factors inherent in services of this type; and d) methods to measure and increase productivity.

3) A discussion of methodology for managing contract changes. In the discussion, each offeror shall describe the method of identifying needed changes, allocating resources, ensuring all areas of performance are identified and the impact of the change identified by the offeror's Resource Management Officer to the Government. The offeror shall also describe its method of ensuring that it provides realistic, accurate, current and complete pricing information concerning change requests to the Procuring Contracting Officer within 30 calendar days after a contract change is identified.

4) A discussion of the methodology for handling requests for services. In the discussion, each offeror shall describe the method of identifying needed recurring and one-time services for all functional areas (Sections) of the PRD. The offeror shall explain how Performance Work Statements will be developed, how purchase requests will be initiated and routed through the COR to the appropriate approval official, and how appropriate documents will be forwarded to the MEDCOM Contracting Center for action. This shall include new contracting actions, follow-on contracting actions, GSA orders, etc.

5) A discussion of the methodology for managing financial resources. In the discussion each offeror shall describe the methods and procedures to be employed in

financial management which shall include a description of the offeror's accounting, cost management, and estimating systems. This shall also include a description of budget development, its distribution and use by functional area, the budget analysis process and corrective action methods used for budget overrun/underrun situations for the cost portion of the contract.

6) A discussion of the system the offeror proposes to use that describes the procedures, methods and supporting documentation used to prepare the Contract Funds Status Report, Cost Performance Report, and Manpower Report. This description shall be in sufficient detail to allow users of the CFSR, CPR, and Manpower Report to understand assumptions and limitations pertaining to these reports. For informational purposes, the required financial management reports are listed below with a brief description. Specific formats and the level of detail are presented in the data item descriptions in Section C-1 of the PRD, Appendix C, "Service Provider Required Reports.":

a) *Reimbursements Billing Report (CDRL A014)*. The Service Provider shall submit a monthly Government reimbursements billing report (CDRL A014), which identifies the quantity of services performed for USAGFSH customers who are supported on a reimbursement basis as defined in current support agreements and Resource Management Office guidelines. The Service Provider shall segregate services by individual customer account in accordance with the required formats and detail levels as provided in the data item description for this CDRL item.

b) *Contract Funds Status Report (CFSR) (CDRL A015)*. The Service Provider shall submit a monthly contract funds status report (CDRL A015) for all portions of the contract. This report will reflect total payments to the contractor, total funding and work authorized and forecast.

c) *Manpower Report (CDRL A016)*. The Service Provider shall submit a quarterly manpower report (CDRL A016) for the contract, which summarizes straight time and overtime man-hours, as well as the actual number of personnel employed. The Service Provider shall obtain prior Contracting Officer approval of any requested overtime that exceeds annual estimated amounts for each functional area.

d) *Cost Performance Report (CDRL A017)*. The Service Provider shall submit a monthly cost performance report (CDRL A017). The Service Provider shall segregate and separately identify costs in accordance with the required formats and detail levels as provided in the data item description for this CDRL item. The Government may from time to time require more detailed financial data within a particular appendix. The Service Provider shall provide this information when requested by the Contracting Officer

e) *Workload Update Report (CDRL A018)*. The Service Provider shall prepare and submit the information necessary to update the Technical Exhibits for Workload Data in each Section of the PRD on a yearly basis.

(c) Quality Control Plan (Sub-factor 3). The offeror shall submit a Quality Control Plan as part of the Management Quality Proposal, which, upon contract award and approval by the Contracting Officer, will be incorporated into the contract as a compliance document serving as the basis of the Service Provider's Quality Control Program. In compliance with the contract clause entitled "Inspection of Services", the offeror shall provide a Quality Control Plan (CDRL A008) that shall contain the items listed below, and shall become a compliance document subsequent to review and approval by the Contracting Officer. An updated Quality Control Plan shall be provided to the Contracting Officer at least five (5) workdays prior to implementation of

any changes that are required during the contract period of performance. Reference: FAR 52.246-

4. As a minimum, the Quality Control Plan shall:

1) Describe the inspection system covering the services required by this PRD on both a scheduled or unscheduled basis, with particular attention to the areas listed in Technical Exhibit 7 – Performance Summary of Quality Control Standards in PRD Sections C-1 through C-20.

2) Describe a method acceptable to the Government for identifying and preventing deficiencies in the quality of service performed under this PRD before the level of performance becomes unacceptable, and addresses processes for implementing corrective actions.

3) Include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. Describe how customers or other interested parties may identify problem areas or situations (i.e. contract discrepancy reports) to the Service Provider.

4) Describe methods of direct and indirect communications with the Government regarding performance of the contract. Include procedures to explain differences in adjective ratings between the Service Provider's QCP and the Government's quality assurance evaluations.

5) Define the inspection records that shall be kept by the Service Provider and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of claims.

(d) Subcontracting Plan (Sub-factor 4). Each **“large business”** offeror shall submit a Subcontracting Plan **as part of its Management Quality Proposal**, which, upon contract award and approval by the Contracting Officer, will be incorporated into the contract as a compliance document serving as the basis of the Service Provider's subcontract management practices. The offeror shall document clear, detailed, logical and realistic approaches in a Subcontracting Plan (CDRL A019) for establishment, oversight, and quality control of subcontracts which comply with FAR 19.702(a)(1) and (2) (Small Business Programs) and the Government's acquisition and contracting goals pertinent to this solicitation. Current goals are: Not less than 30% of the total contract value for small business, which includes 5% of total subcontracting dollars for Small Disadvantaged Businesses, 5% of the total subcontracting dollars for Woman-Owned Businesses, and not less than 2.5% of the total subcontracting dollars for HUBZone Small Businesses in the base year increasing to 3% in the second and subsequent years of contract performance. The subcontracting plan shall address the following areas:

1) Identification of the separate percentage goals for using small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors;

2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

4) A description of the method used to develop the subcontracting goals;

5) A description of the method used to identify potential sources for solicitation purposes;

6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;

7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;

8) A description of the efforts the offeror will make to ensure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;

9) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b));

10) Assurances that the offeror will-

- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulation; and
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295;
- and

11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.

(e) Government-furnished Property Plan (Sub-factor 5). The offeror shall develop and deliver to the Government a GFP Plan (CDRL A001) describing the policies, methods and procedures of the Service Provider's property control system. The plan shall be submitted as part of the Management Quality Proposal. The GFP Plan shall be incorporated into the contract and shall become a compliance document subsequent to review and approval by the Contracting Officer. The plan shall clearly describe the offeror's methodology for controlling, accounting for, maintaining, utilizing, and disposing of government-furnished property in accordance with the requirements of the PRD.

(f) Emergency Situations and Contingency Operations Support Plan (Sub-factor 6). Emergency situations and special event operations may necessitate the offeror to operate on an extended schedule (including days or shifts not normally scheduled), curtailed basis, or at a different level of service, or not at all. The offeror shall provide this level of service as deemed necessary by the Contracting Officer. The offeror shall submit an Emergency Situations and Contingency Operations Support Plan as part of the offeror's Management Quality Proposal, which, upon contract award and approval by the Contracting Officer, will be incorporated into the contract as a compliance document serving as the basis of the Service Provider's Emergency Situations and Contingency Operations practices. The offeror shall maintain a current Emergency Situations and Contingency Operations Support Plan (CDRL A010) and implement the procedures

contained therein as required. This Plan shall support the Government's emergency and contingency plans described in Section C-13 of this PRD. The plan shall include, but not be limited to the following:

1) A description of the offeror's plans to meet the Emergency Situations and Contingency Operations Support requirements of the PRD and solicitation, specifically in the Plans, Programs, Operations, and Mobilization functional area (Section C-13).

2) A discussion of the offeror's methodology for supporting current, special, and emergency operations and for providing logistical support for the installation with regard to mobilization, deployment, contingency, and wartime missions.

3) A discussion of the offeror's plans to provide immediate response to all Emergency Operations Center directed efforts in support of current, special, and emergency operations to ensure mission accomplishment and force survivability.

4) A discussion of the offeror's plans to establish and maintain a notification system capable of notifying Service Provider key personnel of critical system failures and security alarms during non-duty hours 24 hours per day, 7 day per week. The Service Provider shall respond to all emergency calls as defined in the service performance summary for each particular function.

5) A discussion of the offeror's plans to respond in extreme weather conditions (tornado, flooding, snow, and ice).

6) A discussion of the offeror's plans for contending with fire drills, tornado drills, or other scheduled safety and emergency-training exercises may necessitate interrupted services. Such interruptions will be considered when assessing Service Provider performance for the affected period.

(2) Each chart, graph, and matrix that is larger than one 8 1/2" X 11" page shall be provided in fold-out format so that the Government can read and evaluate them without removal from the proposal binder. A foldout page is considered only one page. The printing, font, and margin requirements do not apply to foldout pages, however the pages shall still be easily readable.

(3) An Executive Summary shall be placed in the preface of the first volume. The Executive Summary (limited to five pages) shall provide a corporate overview of the management quality proposal and shall briefly address the offeror's program management, resource management, quality control, subcontract management, government-furnished property management, and emergency situations and contingency operations support outlined in the management quality proposal.

(e) Past and Present Performance

(1) The hard copy of the offeror's past and present performance information shall be placed in a loose-leaf, 3-ring binder. The format for contractor/subcontractor contract reference worksheet and past performance survey questionnaire are located at Attachments 4 and 5, respectively. The offeror shall submit the following as its past and present performance information:

(a) On one sheet of paper, list the last most relevant FIVE contracts completed and another FIVE most relevant contracts currently in process (if appropriate, provide only the past performance of the division/affiliate/subsidiary of the offeror that will actually perform the work). Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Fill out one contractor/subcontractor contract reference worksheet (Attachment 4) for each of the TEN contracts listed. If an offeror does not have sufficient experience to list the required contracts, the offeror may include as part of the list, contracts of any subcontractor that the offeror will use in performance of this contract, contracts of any appropriately identified key personnel that will be involved in this contract, and, if the offeror is a combination of firms (for example, a partnership or joint venture), contracts of any companies that make up the offeror.

(b) The offeror shall provide THREE completed and THREE current contractor/subcontractor contract reference worksheets (Attachment 4) and corresponding past performance survey questionnaires (Attachment 5) for each MAJOR subcontractor.

(c) **Offeror must assure** that for EACH contractor/subcontractor contract reference included in the past & present performance proposal volume, a completed past performance survey questionnaire (Attachment 5) is provided to the Contracting Officer no later than the date and time scheduled for the receipt of proposals. The completed past performance survey questionnaires may be submitted directly from the reference to the Contracting Officer properly marked with the offeror's name and address and solicitation number at the following address: Contracting Officer, MEDCOM Contracting Center, 2107 17th Street, Building 4197, Fort Sam Houston, Texas 78234-5015. **However, it is the offeror's responsibility to assure their references provide surveys by the date and time scheduled for the receipt of proposals to the Contracting Officer. Past Performance information not received by the date and time scheduled for receipt of proposals will be handled in accordance with FAR Clause 52.215.1 of this Section.**

(2) An Executive Summary shall be placed in the preface of the volume. The Executive Summary (limited to two pages) shall provide a corporate overview of the offeror's past and present performance information.

(f) Price Proposal

(1) The price proposal shall include the transition period proposal (firm-fixed price), cost proposal, award fee pool amounts, identification of the indirect factor and rates, estimated costs for parts, materials, supplies, etc. (provided by Government) and total proposed price. The total proposed price includes the transition period (Firm-fixed Price), base-year period and each of the four (4) one-year option periods. ***Note: The Award-Fee calculation does not include the transition period.*** Each hard copy of the offeror's proposal segregated in the areas identified above shall be in a loose-leaf, 3-ring binder. The offeror shall provide digital copies on 3 1/2" floppy disks or CD-ROM disks in Microsoft Excel (Version Office 97 or lower and Microsoft Word (Version Office 97 or lower)). Each chart, graph, and matrix that is larger than one 8 1/2" X 11" page shall be provided in foldout format so that the Government can read and evaluate them without removal from the proposal binder. A foldout page is considered only one page. The printing, font, and margin requirements do not apply to foldout pages, however the pages shall still be easily readable.

An explanation of each of the areas within the price proposal and the submission requirements are as follows:

a) **Transition Period Proposal.** The firm-fixed price transition period proposal shall include all costs associated with organizing, planning, recruiting, training, mobilizing, developing policies and procedures, and accomplishing all actions necessary to commence performance of the services at the start of the basic contract performance period. ***The offeror's manning charts and cost model shall identify and reflect the proposed manning (by category and labor hour) and all other costs associated with the transition period.***

1) All copies of the transition period proposal shall contain the information listed below for the prime offeror and any subcontractors and shall be accurate, complete, and in sufficient detail for the government to substantiate cost realism and price reasonableness in accordance with FAR 15.403. All proposal pages shall be appropriately numbered and identified with the solicitation number. ***Though the information may be submitted in the offeror's own format, the format used must address the following areas below. For the offeror's convenience, a sample cost model is located at Attachment 10 for the offeror's use in submitting the information. Please note the***

Transition Period is FIRM-FIXED PRICE and the offer shall separately furnish all cost and pricing information relating to the transition period identified below:

(a) Direct Labor - List the straight time and overtime productive labor hours, whether compensated or uncompensated, and the average hourly rates and cost for each individual job classification (category). Provide supporting rationale and methodology used for labor rate development of each classification. Include an explanation of any differential payments included in the labor rate development for multi-shift effort or non-standard workweek schedules. For proposal purposes, the cost of non-productive time is to be classified as a labor burden expense.

(b) Labor Burdens - Attach supporting data that demonstrate compliance with health and welfare payments required by the Service Contract Act and any applicable collective bargaining agreements.

(c) Payroll additives shall include the costs of Federal Insurance Contributions Act (FICA), Federal and State Unemployment Insurance (FUI/SUI), Workers' Compensation Insurance, and other types of payments required by law or regulation.

(d) Fringe benefits shall include the costs of health and life insurance, pension, retirement and savings plan, and other employee fringe benefits. Provide rationale and explanation for development of each proposed element of fringe benefits cost, including escalation, participation assumptions, and employer/employee cost sharing ratios of the various fringe benefits. Compare the proposed escalation projections in each element of fringe benefit costs with the company's recent escalation history, and explain the basis and rationale for the difference, if any.

(e) Non-productive labor shall include the cost of all compensated leave. Summarize the cost, and attach supplemental data, which quantifies by element (e.g., vacations, holidays, sick leave, and other paid absences) the priced non-productive hours per year.

(f) Other Direct Costs - Identify the type and amount of other costs to be charged directly to the contemplated contract and which are not included elsewhere in the cost proposal. Summarize the costs of travel, training, licenses and certifications, recruitment, relocation, supplies, and materials. Include in supporting data a brief description of the items, quantities, unit costs, and basis of cost estimates.

(g) Burden and Indirect Expense Pools - Show the composition of each burden and indirect expense pool proposed. List the elements of each pool, amount of each element, base, rate, and include any other supporting data which would facilitate audit and computation.

(h) Overhead - Submit a separate breakdown for each indirect overhead expense pool, such as local, division, and home office overheads, procurement and material handling burdens, occupancy, and service center. Specifically identify equipment included in the indirect pool that is planned to be shared and the cost allocated over a distribution base containing other divisions or contracts.

(j) G&A - Submit a separate breakdown for corporate home office or segment expense pool(s). Show the G&A rate computation. Include any

proposed adjustment to actual or budgeted G&A for the inclusion of this contract in the business base.

(k) Cost of Money - Submit a breakdown of the estimated facilities capital cost of money relating to this contract, if applicable.

(l) Provide an explanation of what is considered direct labor and indirect labor to include any exception to the disclosure statement (if applicable).

(m) Provide an explanation of what costs are considered to be included in on-site overhead, if any to include any exception to the disclosure statement (if applicable).

b) Cost Proposal. The cost proposal shall entail the identification of the cost of providing each service by PRD Section, paragraph, sub-paragraph, and sub-sub-paragraph, as applicable, using the manning charts (Attachment 9) and the Cost Model Sample (Attachment 10). ***The offeror's manning charts and cost models shall identify and reflect the proposed manning (by labor category and hours) and cost for providing each service by PRD Section, paragraph, sub-paragraph, and sub-sub-paragraph, as applicable.***

1) All copies of the cost proposal shall contain the information listed below for the prime offeror and any subcontractors and shall be accurate, complete, and in sufficient detail for the government to substantiate cost realism and price reasonableness in accordance with FAR 15.403. All proposal pages shall be appropriately numbered and identified with the solicitation number. ***The information submitted must address the following areas below. For the offeror's convenience, a sample cost model is located at Attachment 10 for the offeror's use in submitting the information.***

(a) Direct Labor - List the straight time and overtime productive labor hours, whether compensated or uncompensated, and the average hourly rates and cost for each individual job classification (category). Provide supporting rationale and methodology used for labor rate development of each classification. Include an explanation of any differential payments included in the labor rate development for multi-shift effort or non-standard workweek schedules. For proposal purposes, the cost of non-productive time is to be classified as a labor burden expense.

(b) Labor Burdens - Attach supporting data that demonstrate compliance with health and welfare payments required by the Service Contract Act and any applicable collective bargaining agreements.

(c) Payroll additives shall include the costs of Federal Insurance Contributions Act (FICA), Federal and State Unemployment Insurance (FUI/SUI), Workers' Compensation Insurance, and other types of payments required by law or regulation.

(d) Fringe benefits shall include the costs of health and life insurance, pension, retirement and savings plan, and other employee fringe benefits. Provide rationale and explanation for development of each proposed element of fringe benefits cost, including escalation, participation assumptions, and employer/employee cost sharing ratios of the various fringe benefits. Compare the proposed escalation projections in each element of fringe benefit costs with the company's recent escalation history, and explain the basis and rationale for the difference, if any.

(e) Non-productive labor shall include the cost of all compensated leave. Summarize the cost, and attach supplemental data, which quantifies by element (e.g., vacations, holidays, sick leave, and other paid absences) the priced non-productive hours per year.

(f) Other Direct Costs - Identify the type and amount of other costs to be charged directly to the contemplated contract and which are not included elsewhere in the cost proposal. Summarize the costs of travel, training, licenses and certifications, recruitment, relocation, supplies, and materials. Include in supporting data a brief description of the items, quantities, unit costs, and basis of cost estimates.

(g) Burden and Indirect Expense Pools - Show the composition of each burden and indirect expense pool proposed. List the elements of each pool, amount of each element, base, rate, and include any other supporting data that would facilitate audit and computation.

(h) Overhead - Submit a separate breakdown for each indirect overhead expense pool, such as local, division, and home office overheads, procurement and material handling burdens, occupancy, and service center. Specifically identify equipment included in the indirect pool that to be shared with other company operations and the cost allocated over a distribution base containing other divisions or contracts.

(j) G&A - Submit a separate breakdown for corporate home office or segment expense pool (s). Show the G&A rate computation. Include any proposed adjustment to actual or budgeted G&A for the inclusion of this contract in the business base.

(k) Cost of Money - Submit a breakdown of the estimated facilities capital cost of money relating to this contract, if applicable.

(l) Provide an explanation of what is considered direct labor and indirect labor to include any exception to the disclosure statement (if applicable).

(m) Provide an explanation of what costs are considered to be included in on-site overhead, if any to include any exception to the disclosure statement (if applicable).

NOTE 1: The offeror shall indicate as outlined in Section H its indirect factor rate and subject indirect factor rate shall be applied to the purchase of equipment, parts, supplies, and materials.

NOTE 2: The offeror shall include no profit (fee) in the acquisition of equipment, parts, supplies, and materials.

NOTE 3: The offeror shall submit as part of its cost proposal its certified financial statements for the two prior fiscal years and the current year-to-date. If the offeror is a combination of firms (for example, a partnership or joint venture), each of the companies that make up the offeror shall submit its certified financial statements for the two prior fiscal years and the current year-to-date. The financial statements shall include a Balance Sheet, Income Statement, and Statement of Cash Flows. Additionally, the offeror shall provide sources of capital, e.g., letters of credit and corporate capital infusion.

c) Award-Fee Pool. The award-fee pool in solicitation Section B is given as up to a maximum of 3% of the offeror's total labor costs. The offer shall indicate the percentage and insert the amounts in Section B where applicable. In establishing the award-fee pool dollar amount, as a minimum, the offeror shall include the total labor costs (direct and indirect) (excluding the Transition Period), and any other related costs the offeror deems necessary to include in the equation. The total labor costs, and any other related costs the offeror deems necessary to include in the equation, shall be multiplied by the offeror's established percentage (maximum of 3% of the offerors total labor costs), and the percentage and the dollar amounts inserted in Section B, as applicable. The offeror shall support the dollar amount indicated in solicitation Section B with a complete explanation of the labor elements included in the calculation as indicated in the paragraphs above.

NOTE: *The transition period is not included in the Award-Fee Pool amount calculation.*

d) Total Proposed Price. The total proposed price represents the offeror's aggregate proposed price for all of the areas identified in a) through c) above. The total proposed price is the sum of the total proposed price for the transition period, base year period and each of the four (4) one-year option periods. The offeror need not furnish supporting information for the total proposed price as the information submitted in support of the other areas should be sufficient for the government to perform a thorough evaluation of each offeror's cost and price for realism, accuracy, completeness, and reasonableness.

(2) The offeror shall include a completed Section B in its Price Proposal.

(3) The offeror's price proposal shall consist of cost model worksheets and manning charts that separately contain and identify the information indicated in the firm-fixed price transition period, basic contract period, and each of the four (4) one year option periods. For the offeror's convenience, a sample cost model is provided at **Attachment 10**. The cost model shall crosswalk directly with the manning charts. The manning charts shall completely and separately identify the proposed manning (by labor category) by PRD Section, paragraph, sub-paragraph, and sub-sub-paragraph, as applicable, for the transition period, basic contract period and each of the four (4) one year option periods. A sample manning chart is located at **Attachment 9**.

(4) All indirect and overhead charges shall be identified in the offeror's proposal and will be a point of negotiation into the contract as an indirect factor rate per performance period. Labor burden is defined as payroll additives and fringe benefits.

(5) An Executive Summary shall be placed in the preface of the volume. The Executive Summary (limited to five pages) shall provide a corporate overview of the offeror's efforts inherent in the proposal to ensure that the price proposal information is realistic, accurate, and complete, and reasonable.

(g) SF 33 Proposal

-The SF 33 proposal shall consist of a signed SF 33, representations and certifications (Section K), and any other required fill-in clauses and provisions.

(h) Accounting System Review

After receipt of initial proposals, the Government reserves the right to review each offeror's accounting system to ensure it is adequate for determining costs applicable to this contract. By submitting a proposal in response to this solicitation, the offeror and all its employees agree to cooperate fully with the Government during the review.

L-33 COMPETITIVE RANGE

(a) The Contracting Officer may establish the competitive range as outlined in Section M, paragraph M-3 of the solicitation. Each offeror's proposal will be evaluated to determine if the proposal meets the minimum technical requirements to perform the services for each service in each functional area (Section) of the PRD in the solicitation. The technical quality proposal shall address each service in each functional area (Section) of the PRD in the solicitation in sequential order. The technical quality proposal shall address the services by PRD Section, paragraph number, subparagraph number, and sub-subparagraph number, as applicable, and shall provide sufficient details for the government to determine whether the proposal satisfactorily meets the minimum requirements of the Performance Requirements Document and solicitation. **Once a proposal is determined to be acceptable, *subject to the competitive range determination provisions in FAR Clause 52.215-1(f)(4) of Section L*, the proposal will be included in the competitive range and will be eligible for competing with other offeror proposals received on the basis of evaluated price with the lowest priced technically acceptable offeror competing against the Government MEO on the basis of price.** Proposals that are determined technically unacceptable may be eliminated from further evaluation and consideration at this point. The PRD Services Crosswalk Checklist is included at **Attachment 11** to aid offerors in ensuring that each service in each functional area is addressed in the Technical Quality Proposal.

(b) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

End of Section L